

16 October 2016

PO Box 515  
Cresco, IA 52136

Executive Secretary  
Iowa Utilities Board  
1375 East Court Avenue, Room 69  
Des Moines, IA 50319-0069

VIA ELECTRONIC SUBMISSION

Re: Docket No. TF-2016-0321

To the Honorable Members of the Iowa Utilities Board:

Thank you for the opportunity to comment on Alliant/IPL's revised distributed generation tariff under Docket No. TF-2016-0321, and for your continued thoughtful consideration of the issues surrounding distributed generation in Iowa.

I am the owner of a private residential, grid-tied solar system that provides energy for my house. I am also a resident of the City of Cresco, which recently entered into a third-party power purchase agreement with a local investor in order to save money for the taxpayers of the city.

In both of these capacities, I have several concerns regarding Alliant's proposed tariff, namely:

1. Alliant's ambiguity regarding ownership of the generation facilities. In the first paragraph ("General"), the tariff refers to "...from its Customers with local generation facilities...". In this context, does "with" refer to generation facilities on the customer's property or owned by the customer? Later, in "Special Provisions" #4, the tariff requires that "All electricity delivered shall be for the exclusive use of the Customer and shall not be resold." It is not clear which "electricity" this refers to, the electricity delivered by Alliant (which would not restrict ownership in any way) or the electricity delivered by the solar generation facility (which, at least in some interpretations, could be read to restrict third-party ownership).

It is important for the growth of distributed generation in Iowa that ambiguity around ownership be clearly resolved, and, further, that it be resolved so as to allow third-party ownership. Without this, the *Eagle Point* decision by the Iowa Supreme Court will be effectively nullified, non-taxpaying entities will be shut out of distributed generation, and the spread of distributed generation in the state will be hampered.

Small rural towns in Iowa are going to lose approximately 10% of their property tax income over the next four years without the growth that the larger metropolitan areas have to make up for

the loss. Their need to save money while still providing necessary services can be at least partly met by participation in a third-party power purchase agreement.

2. Alliant's proposed restriction of net metering to "100 percent of the Customer's load." Alliant's definition of "load" is incredibly strange. I have friends in many states, and I have never heard of a net metering tariff that is based on anything other than some percentage (usually 100%) of the customer's average annual energy usage. This is a clear, understandable concept obviously related to an individual customer, whereas "load" as defined by the proposed tariff is obscure, unusual, and based on some "class" average that an individual has no access to or control over. Moreover, based on the example in Alliant's own cover letter, it would clearly restrict the growth of distributed generation in Iowa, contrary to the state's and the Board's own objectives.
3. Alliant's requirement that the annual cash-out take place during the first full billing cycle of the year: This would be another significant restriction on the expansion of distributed generation, since it is not consistent with the way the sun moves in the sky. My system under-generates my usage from approximately 1 November through 15 March, and over-generates during the summer (when, I would note, Alliant needs the extra power). Thus, the most logical cash-out date would reflect usage/generation through 31 March. If new systems are required to cash-out at 31 December, finances will restrict their size to surpluses that can be used by that date and the owners will be forced to purchase more power than otherwise required during the first quarter of the year. This is just a back-door way to force people to install smaller systems.
4. Cash-out at "avoided cost" rates. This does not reflect the benefits of solar to the utility. Multiple studies in other states have determined that there are clear benefits from solar, such as maximum production at peak load times and production close to the points of use, which are apparently not reflected in the avoided cost rate proposed by Alliant. I see no reason for a cash-out, but if the IOUs insist on doing it, the rate should be set by a "cost/benefits of solar study".
5. Alliant's Special Provision #1: "Customer may be served from a distribution transformer which serves no other Customer." In this context, is "may" intended to be permissive or restrictive, i.e., does this mean "It is OK if the customer happens to be served by a distribution transformer that serves no other customers" or does it mean "We will only allow net metering if the customer is served by a distribution transformer that serves no other customer"? In the former case, what is the point of stating it? The latter case would be a significant restriction on distributed generation, e.g., it would not allow the re-installation of my house solar, since the distribution transformer serves both my neighbor and me. This provision needs to be clarified.

I appreciate the opportunity to provide comments and thank you for your work.

Respectfully submitted,

/s/ Amy S. Bouska